

APPENDIX 1



Property Owner Waiver

Energy Savings
.....
Assistance Program™

Project ID
ESID
Ownership Doc Viewed

FOR ENERGY SAVINGS ASSISTANCE PROGRAM USE ONLY: OWNERSHIP DOCUMENTATION

Name of Tenant residing in the home—Owner/Renter (please circle one)	Phone Number
Name of Legal Property Owner/Landlord or Property Manager (the “Landlord”)	Phone Number
Address of property and/or dwelling unit to be weatherized (the “Premises”)	Unit Number
City	ZIP

TENANT’S ACKNOWLEDGEMENT RELEASE AND WAIVER

In return for the weatherization and other related energy efficiency measures (the “Work”) installed in the Unit(s) at the address listed above, and paid for by Pacific Gas and Electric Company (“PG&E”) and pursuant to my participation in the ENERGY SAVINGS ASSISTANCE PROGRAM listed above.

The undersigned, _____ (“Tenant”) agrees to the following terms of this acknowledgement, release and waiver (the “Agreement”):

1. I am the above-named and legal tenant of the Premises described above, and I am authorized to sign this acknowledgement, release and waiver on behalf of myself and all other persons residing at the address listed above (collectively, the “Occupants”). I am also the utility customer who is, or may be, eligible to receive the Work for the purposes of this Agreement.

2. I acknowledge that I have reviewed and understood each and every term of the release and waiver contained in this Agreement, and I agree to be bound by its terms and conditions.

3. I understand that the Work will be performed at the Premises listed above and at NO COST TO ME, and that no lien will be placed against me or the Premises relating to such work. I further understand that I am not obligated in any way to participate in any other utility programs that may have a cost association because I am participating in the Work.

Renter’s initials: _____ Owner’s initials: _____

4. In consideration for the performance and receipt of the Work at the Premises, which has been paid for by PG&E, at no cost to me, I hereby expressly waive and release on behalf of myself and all Occupants claiming by, through or under me, any and all claims against PG&E and its officers and employees for any damage, injury, loss or liability caused by the ENERGY SAVINGS ASSISTANCE PROGRAM, even if PG&E is actively or passively negligent, arising from or relating to this Work; provided, however, that nothing in this Agreement shall constitute a waiver of any claims that I may have against any other participants in the ENERGY SAVINGS ASSISTANCE PROGRAM, such as the contractor who performs the Work or any other related measures (the “Installer”).

5. I hereby authorize the ENERGY SAVINGS ASSISTANCE PROGRAM Installer access to the above-listed Premises as necessary to perform the Work, subject to available funding and the Installer’s taking reasonable steps to perform the Work so as to minimize significant disruption to my enjoyment of the Premises, unless required by law or other causes beyond the Installer’s reasonable control.

6. I hereby authorize PG&E, the Installer and ENERGY SAVINGS ASSISTANCE PROGRAM Staff reasonable access to the Premises for the purpose of inspecting the Work of the ENERGY SAVINGS ASSISTANCE PROGRAM Installers.

7. I understand that the Installer must determine whether my attic ventilation meets the requirements of the current local building code and inform me if additional venting should be installed. I understand and agree that PG&E cannot, and does not, determine if my ventilation is adequate and, therefore, disclaims any responsibility or warranty, implied or explicit, for any problems arising from the adequacy of my attic ventilation.

8. I further understand that PG&E or Installer(s) may need to inspect my combustion appliances for safety. PG&E or its contractor(s) may contact a Gas Service Representative to adjust or disconnect an appliance.

9. I understand that, in order to qualify for a primary refrigerator replacement as a permissible weatherization measure, the refrigerator must be (a) manufactured before 2001 and operational; (b) the primary refrigerator (e.g., located in the kitchen); and (c) drawing power through a grounded three-prong outlet.

10. I understand that, in order to qualify for a second refrigerator replacement as a permissible weatherization measure, the refrigerator must be (a) manufactured before 2001 and operational; (b) the secondary refrigerator; (c) drawing power through a grounded three-prong outlet; and (d) at least six people must reside in the household.

11. As the Tenant, I hereby give my permission for the Work (including, but not limited to, a refrigerator replacement).

Renter’s initials: _____ yes _____ no _____ Owner’s initials: _____ yes _____ no _____

12. As the Tenant, I understand and agree that in the event that the Property Owner owns a refrigerator that is replaced, the new refrigerator will remain the property of the Landlord. If the outlet into which the refrigerator plugs is not grounded, it is my responsibility to ground the outlet.

Renter’s initials: _____ Owner’s initials: _____

13. I authorize PG&E to share the information on this form, as well as information on the weatherization and other related energy efficiency measures installed in the Unit(s) at the address listed above, with municipal agencies, state or federal agencies, other utilities or their agents to facilitate enrollment in their assistance programs and to improve the coordination and services under assistance programs provided by PG&E, other utilities, municipal agencies, and state and federal agencies.

Renter’s initials: _____ Owner’s initials: _____

14. I hereby authorize PG&E to auto-enroll me in the California Alternate Rates for Energy Program (CARE).

Renter’s initials: _____ yes _____ no _____ Owner’s initials: _____ yes _____ no _____

15. I acknowledge that I have read and understand that this Property Owner Approval/Authorization is valid for two years.

Signature of Tenant	Date
Signature of Legal Owner/Landlord or Property Manager	Date

PROPERTY OWNER ACKNOWLEDGEMENT, RELEASE AND WAIVER

The undersigned, _____
Legal Property Owner, Landlord or Property Manager of the Unit(s) listed above, hereby grants permission to the above-listed Tenant to arrange for, or otherwise cause, the performance of the Work in the Unit(s) (including, but not limited to, a refrigerator replacement if my refrigerator qualifies) yes _____ no _____. I acknowledge that I have read, and agree to be bound by, each of the terms and conditions set forth above. I further agree that if the weatherization and minor repairs are furnished to the Unit(s) that I will not increase the rental rates or evict the Tenant for participating in the ENERGY SAVINGS ASSISTANCE PROGRAM. I understand that the Work will be performed at no cost to me or my tenants, and that no liens will be placed against the Unit(s) or any other part of my property.

Ownership Documentation Viewed (Signature of Energy Specialist)

I CERTIFY THAT I am the Legal Property Owner, Landlord or Property Manager of the owner of this property, and that all given statements are true and correct to the best of my knowledge.

Name of Legal Owner/Landlord or Property Manager (Please Print)

Address City

State ZIP Phone Number

Signature of Legal Property Owner/Landlord or Property Manager Date

Case: 19-30088 Doc# 11711-1 Filed: 12/16/21 Entered: 12/16/21 18:31:49 Page 2 of 2

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